

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**PRINCETON DIGITAL IMAGE
CORPORATION,**

Plaintiff,

v.

HEWLETT PACKARD CO., et al.,

Defendants.

Civil Action No. 1:12-cv-00779 (RJS)

**NOTICE OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT BASED ON
SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND MICROSOFT CORP.**

PLEASE TAKE NOTICE that upon the accompanying memorandum of law in support of this motion, the accompanying declarations of Masanori Yoshida dated April 25, 2014, the accompanying declaration of Christopher Higgins dated April 25, 2014, and the exhibits attached thereto, and all other pleadings and proceedings in this action, Defendant Fujifilm North America Corporation ("FNA") will move this Court pursuant to Federal Rule of Civil Procedure 56, before the Honorable Richard J. Sullivan, United States District Judge, at the United States Courthouse, 40 Foley Square, Room 2104, New York, New York, on a date and at a time designated by the Court, for an order on its Motion for Summary Judgment of noninfringement based on the settlement agreement between plaintiff and Microsoft Corp.

Dated: April 25, 2014

s/ Steven J. Routh

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LOCAL CIVIL RULE 56.1 STATEMENT OF MATERIAL FACTS NOT IN DISPUTE

Pursuant to Local Civil Rule 56.1, FNA submits the following facts to which there is no genuine issue to be tried.

1. Princeton Digital Image Corporation (“PDIC”) entered into an agreement with Microsoft Corporation on June 28, 2013 (“Microsoft Agreement”). PDIC0023158-23172.
2. The Microsoft Agreement grants a license to and releases any “Microsoft Third Party” (as defined in Section 1.10 of the Microsoft Agreement) from any and all claims for relief as to any and all “Microsoft Products”. *Id.*
3. “Microsoft Products” is defined in Section 1.8 of the Microsoft Agreement to include any product that incorporates or uses any Offering (as defined in Section 1.8(1)) of Microsoft. *Id.*
4. The accused FNA digital camera products display the “Designed For Microsoft Windows XP” logo. *See, e.g.*, FUJIFILM-PDIC-0001229-1507; 36631-37318; 94248-97054; 250744-250847; 277017-277126; 554340-554519; 2046461-2046624; 2051567-2051697; 2051698-2051829; 2114402-2114469.
5. The accused FNA digital camera products were certified through Microsoft Windows Hardware Quality Lab (“WHQL”) testing. Declaration of Masanori Yoshida, ¶ 8, citing FUJIFILM-PDIC-2273353; 0063771; 0063803; 0063808; 0063809; 0464889; 1377079; 1377089; 1377091; 1377092; 2183195; 2183203.
6. The accused FNA digital camera products include at least one catalog (.cat) file from Microsoft. Declaration of Masanori Yoshida ¶ 12.
7. The accused FNA digital camera products include one or more executable files from Microsoft that are related to USB drivers. *Id.* at ¶ 13.

8. The accused FNA digital camera products incorporate the Microsoft FAT32 file system. *Id.* at ¶¶ 5-7.

9. The accused FNA digital camera products include Microsoft's Windows Media Player. *Id.* at ¶ 14.

10. The accused FNA scanner products were designed to and incorporated drivers to operate with the Microsoft Windows XP operating system. *See, e.g.*, FUJIFILM-PDIC-2457123-2457145; 2332648-2332756.

11. The accused FNA products incorporate or use one or more "Offerings" of Microsoft, as that term is described in Section 1.8(1) of the Microsoft Agreement. Declaration of Masanori Yoshida; Paragraphs 3-11 above.